



REQUEST FOR PROPOSAL

RFP 92009

Bay County
On behalf of Emergency Management & Homeland Security
Division Region 3

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDERS LIST.

DATE OF REQUEST	DECEMBER 4, 2009
REFERENCE PROPOSAL NUMBER	RFP 92009
PROPOSED DATE/TIME REQUIRED	DECEMBER 23, 2009 10:00 A.M.
SUBMIT PROPOSAL TO:	BAY COUNTY FINANCE DEPT. ATTN: FRANCES HORGAN BAY COUNTY BUILDING SUITE 713 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL:	“ALCONA COUNTY PROJECT 08-00101-01 REPLACE 90 FOOT COMMUNICATIONS TOWER WITH 130 FOOT COMMUNICATIONS TOWER DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

The Bay County Finance Department is soliciting sealed proposals on behalf of Emergency Management & Homeland Security Division Region 3 – Alcona County for the following:

A turnkey solution to provide upgrade the existing 90 foot tower to a 130 foot self supporting tower

Alcona County has an existing 90 foot communications tower located next to the Sheriff Department/911 Central Dispatch Center. The current structure is insufficient to support the needs for today's requirements. The tower, as well as becoming unsafe is too short to support the radio signal coverage needs for the eastern area of the county.

The County is seeking a turnkey solution to upgrade the structure to a 130 foot self supporting tower. The selected vendor shall perform all requirements to procure, install, move antennas and remove the old structure.

SPECIFICATIONS:

Self-supporting 130 foot tower structure:
TIA/EIA RS222, Rev G
Class 3, Public Safety
Exposure D
Topo1

Item	Description	Location	Feedline Type
1	DB224 – 20' exposed dipole antenna (future)	Top	½" jacketed heliax
2	DB222 – 10' exposed dipole antenna mounted on DB2001 sidearm	120ft	½" jacketed Heliax LDF4-50
3	SD210 – VHF exposed element antenna	100ft	½" jacketed heliax LDF4-50
4	SD210 – VHF exposed element antenna	85ft	½" jacketed heliax LDF4-50
5	PR950 – 4' grid dish antenna (future)	115ft	7/8" jacketed heliax LDF5-50
6	Y1503 – VHF (3) element yagi antenna	100ft	½" jacketed heliax LDF4-50
7	Y1503 – VHF (3) element yagi antenna	90ft	½" jacketed heliax LDF4-50
8	Y1503 – VHF (3) element yagi antenna	80ft	½" jacketed heliax LDF4-50
9	Y1503 – VHF (3) element yagi antenna	70ft	½" jacketed heliax LDF4-50
10	Y1503 – VHF (3) element yagi antenna	60ft	½" jacketed heliax LDF4-50
11	SP441 – mini radome antenna	38ft	½" jacketed heliax
12	SP441 – mini radome antenna	20ft	½" jacketed heliax
13	SP441 – mini radome antenna	16ft	½" jacketed heliax
14	SP441 – mini radome antenna	13ft	½" jacketed heliax

SCOPE OF WORK:

The scope of work shall include moving existing antennas for temporary operation, removing old tower and installation of new tower and antennas.

1. Move three (3) antennas on the existing 90' structure to a tower on the rear of the facility. The antennas that require moving are one (1) DB222 and two (2) VHF yagi type. The current feedlines may need to be lengthened by adding LMR 400 with proper connectors. The added length is approximately 30 feet per antenna.
2. Move four (4) 800 Mhz mini radome antennas that need to be relocated on a tripod at the edge of the roof with a mast approximately ten (10) foot in length. The tripod may be secured to the roof by placing it on a wooden frame with sand bags.
3. Remove existing 90 foot tower, foundation and dispose of.

4. Provide and install 130 foot self supporting tower (with above loading) in the same location as the old tower. To include cable ladder, grounding, lightning rod and anode down lead, three (3) point grounding at tower base off each leg to ten (10) foot copper clad ground rods and attached counterpoise (halo) to each ground rod around the tower a minimum of twelve (12) inch below grade. All grounding connections must be exothermic welded except to tower legs. Attach ground leads to tower legs with appropriate clamp device.
5. Provide and install new antennas and feedlines:
 - a. One (1) DB222 Andrews antenna mounted on DB2001 sidearm at the 120 foot level
 - b. Two (2) SD210 VHF dipole antennas mounted at 110 feet and 95 feet.
 - c. Five (5) Y1503 Laird Yagi antennas mounted at 85 feet, 75 feet, 65 feet, 55 feet and 45 feet
6. Move the four (4) mini radome antennas from the tripod to the new tower. One of the feedline will need replacing due to short cable length. Add 55feet of ½ inch jacketed heliax.
7. Install buss bar at base of tower where feedline exit to building. Buss bar must be appropriately attached to tower with 2/0 black coated (stranded) wire lead running vertically down to tower base ground system.
8. Install feedline ground kits on the heliax at the base of each antenna where it intersects the tower and at the buss bar on the bottom of the tower where the cable leaves the tower going to the building.
9. Install 2/0 ground lead (coated) from in building grounding system to tower grounding system.
10. Remove all excess dirt and debris; install 4 inches of crushed rock on silk cover around foundation piers from building side to an area 3feet away from tower legs.
11. Install six (6) foot chain link fence around tower on three (3) sides with anti climb system on top.
12. Due to the tower proximity to the building the anchor bolt foundation design may require three (3) drilled piers.
13. Soil condition report will follow as soon as received from the County.
14. Permits, zoning and approvals will be the responsibility of the Region/County.
15. Core bore six (6) inch hole in brick/concrete wall next to existing tower/feedline access hole and supply weatherproof boot for cable entry.

REQUIREMENTS OF BIDDER:

1. All bids must be good for ninety (90) days after the previous stated proposal date.
2. Bids will only be accepted on the attached form. (SEE ATTACHMENT A)
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. (SEE ATTACHMENT B)
4. Bidders are required to provide three (3) references. (SEE ATTACHMENT C)
5. If Contractor customarily uses a standard contract, Contractor shall submit a copy for consideration of the County. (PLEASE LABEL ATTACHMENT D)

GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Horgan, Bay County Purchasing Agent, at horganf@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Emergency Management and Homeland Security Region 3 are tax exempt entities. A tax exempt form will be provided to the successful bidder.
4. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their quote is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of quote shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Suite 701, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

5. **INSURANCE:** The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverages for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than **\$1,000,000** each occurrence and mandatory **\$2,000,000** annual aggregate and property damage limits of not less than \$3,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and **\$2,000,000** annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The contractor has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

“It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County.”

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSURED:

“It is understood and agreed that the following shall be additional insureds: The County of Bay and the County of Alcona including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers”.

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.

SUB-CONTRACTORS: If the Contractor should subcontract any part of the project to a third party, contractor shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner's request, Contractor shall promptly furnish evidence of insurance for any such third party doing work for or under contractor.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan.

6. Proposals must be returned no later than **December 23, 2009 at 10:00 A.M. in a sealed envelope clearly marked “ALCONA COUNTY PROJECT 08-00101-01 REPLACE 90 FOOT COMMUNICATIONS TOWER WITH 130 FOOT COMMUNICATIONS TOWER - Deliver to Finance Immediately.”** The same should be mailed or hand delivered to the Bay County Finance Department, Bay County Building, 7th Floor, Bay City, Michigan 48708. The County **will not** accept proposals sent by FAX machine or E-mail.
7. **NON-DISCRIMINATION:** In accordance with the Constitution of the State of Michigan 1963, Article I - Declaration of Rights, § 26.-Affirmative action, the County shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. As permitted by the Constitution, the County will utilize bona fide qualifications based on sex that are reasonably necessary to the normal operation of public employment, public education, or public contracting. The County may suspend compliance with § 26 where such action must be taken to establish or maintain eligibility for any federal program, if ineligibility would result in a loss of federal funds to the County.

Except as modified in the preceding paragraph, any individual or business entity providing goods and/or services to Bay County shall be required to comply with current provisions of the Equal Opportunity Act. For Individuals with Disabilities (42 USCA § 12101 et seq.) and Equal Employment Opportunities (42 USCA § 2000e) in projects receiving federal assistance; and the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) and the Michigan Individuals with Disabilities Civil Rights Act (MCL 3701101 et seq.). Such individual or business entity shall not discriminate against any individual with respect to hire, tenure, terms, conditions or privileges of employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital

status. Breach of this covenant except as modified by Constitution Article 1, §26, shall be regarded as a material breach of any transaction or agreement between Bay County and the individual or business entity. The county shall vigorously enforce these covenants through use of sanctions available within the Bay County Purchasing Policy or legal action.

8. **BONDS:** The contractor shall provide at its own expense to Alcona County a surety bond for performance and payment in an amount equal to the contract value of its proposal.

9. **RETAINAGE:** Three (3%) of each approved pay application shall be retained by county. The balance due Contractor hereunder shall be payable thirty (30) days after final acceptance provided the work is fully completed and Contractor has complied with all provisions of the agreement.

The contract will be awarded to the most favorable, highest rated vendor, determined by factors in addition to financial responsibility, such as past records of its or other entities' transaction with the vendor, experience, ability to work cooperatively with Bay County, the Region and its Administration, adequacy of equipment, ability to complete performance within necessary time limits and other pertinent considerations such as, but not limited to, reliability, reputation, competency skill, efficiency facilities and resources.

There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.

In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of their intent to award the bid to the lowest/highest qualified bidder. If a bidder disagrees with this intent, the bidder may obtain from the Finance Department, a bid protest form, which must be completed and returned to Frances Horgan, Bay County Purchasing Agent, Bay County Finance Department, 7th floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.

The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the bid that **will provide the best value.**

The County's award of any bid is subject to and conditioned upon the approval of a formal agreement for products and services between **Alcona County and/or Bay County** and the selected bidder within the (10) days after the date that the bidder receives such agreement, if any, from the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement and that this RFP does not necessarily include every term and provision which shall appear in the formal agreement. In the event that the bidder fails to execute the formal agreement within said time period, the County may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids.

Invoices submitted to Bay County are processed two (2) times per month approximately on the 15th and the last working day of each month.

The County will provide the successful bidder a tax exempt certificate and federal I.D. number.

ADA Assistance: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon 10 days notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Michael Gray, Assistant County Executive for Administrative Services
Office of the Bay County Executive
Bay County Building
515 Center Avenue
4th Floor, Suite 401
Bay City, MI 48708-5128
(989) 895-4130
(989) 895-4049 TDD

Frances Horgan, Purchasing Agent
Bay County Finance Department
Bay County Building
515 Center Ave
7th Floor Suite 713
Bay City, MI 48708-5128
(989) 895-4037
Email: horganf@baycounty.net

**This qualification process will be conducted in conformity with the
Bay County Purchasing Policy**

BID SUMMARY

Item NO.	Description	Qty	Individual Cost	Extended
1	130' self supporting tower	1	\$	\$
2	Foundation and installation (drilled pier)	1	\$	\$
3	Tower erection	1	\$	\$
4	Move antennas to temporary locations	7	\$	\$
5	Remove old tower, antennas and feedlines	1 lot	\$	\$
6	Dispose of old tower and foundation	1	\$	\$
7	Buss bars and grounding system	1 lot	\$	\$
8	DB222 Andrews antenna	1	\$	\$
9	SD210 Sinclair antennas	2	\$	\$
10	Y1503 Laird antennas	5	\$	\$
11	Feedline ground kits	20	\$	\$
12	Move (4) mini radome antennas to new tower with 55' of ½" jacketed heliax	1 lot	\$	\$
13	LDF4-50 ½" jacketed heliax	1500 ft	\$	\$
14	N-male connectors	10	\$	\$
15	Internal to external ground system	1	\$	\$
16	Fence 50' with (1) man gate	1 lot	\$	\$
	Anticipated number of labor hours/Hourly Rate		\$	\$
	Anticipated number of travel hours/Travel rate		\$	\$
	Total Project Cost			

Vendor should provide as much detail as necessary to allow the evaluators optimum knowledge and understanding of the items and concepts proposed.

All other terms, costs, conditions, or options that would affect your quotation that have not been requested or specified in the RFP package must be noted and included in the submittal and listed in the line item pricing schedule.

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

REFERENCES

1.	Company Name	_____
	Address	_____

	Phone/Fax	() () _____
	Contact Person	_____
		(PLEASE PRINT)
	Date of Service	_____
	Service Performed	_____

2.	Company Name	_____
	Address	_____

	Phone/Fax	() () _____
	Contact Person	_____
		(PLEASE PRINT)
	Date of Service	_____
	Service Performed	_____

REFERENCES

3. Company Name

Address

Phone/Fax () ()

Contact Person

(PLEASE PRINT)

Date of Service

Service Performed